

**Addendum to 2008 UASI LPR Grant Agreement**  
**Between**  
**Arlington County, Virginia and**  
**Washington, DC Metropolitan Police Department**  
**For**  
**Automated License Plate Reader Equipment**

This addendum is between the County Board of Arlington County, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Arlington County") and the DC Metropolitan Police Department, hereinafter referred to as MPD.

**ARTICLE I-PURPOSE OF AGREEMENT**

The U.S. Department of Homeland Security has provided certain funds pursuant to the Urban Area Security Initiative (UASI) to the District of Columbia Homeland Security & Emergency Management Agency (HSEMA) for the benefit of jurisdictions participating in the regional Council of Governments. A portion of these grant funds has been designated by HSEMA to Arlington County under the Project Title "Law Enforcement License Plate Readers." The period of performance is September 1, 2011 through August 31, 2013. The purpose of this funding is to obtain Automated License Plate Recognition (LPR) equipment, software and warranty service for participating law enforcement agencies located in the Washington, D.C. National Capital Region (NCR).

The HSEMA has designated all funds for the NCR License Plate Recognition Project from the 2011 UASI to be administered by Arlington County.

Arlington County has agreed to facilitate the distribution of equipment purchased under this grant to the participating law enforcement agencies who, in turn, agree to abide by the rules governing the purchase and use of the qualifying equipment.

**ARTICLE II-SUB-RECIPIENT OBLIGATIONS**

MPD agrees to receive equipment from Arlington County pursuant to the grant award, to use and maintain the equipment within the guidelines of this grant, and to extend the provisions of the agreement associated with LPR equipment distributed as part of the 2008 UASI NCR LPR Project, sub-grant award number 8UASI604-01.

In the event any equipment provided through Arlington County is damaged, lost or stolen while in the possession of MPD, it shall be the sole responsibility of that agency to repair or replace the equipment. Arlington County shall have no responsibility to repair or replace equipment damaged, lost or stolen.

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### ARTICLE III- DURATION OF AGREEMENT

This agreement shall remain in effect for the period of performance (September 1, 2011 through August 30, 2013), and may be extended by agreement between participating parties.

### ARTICLE IV- OTHER PROVISIONS

This agreement is entered into with the intention that the law of the Commonwealth of Virginia shall govern its construction and enforcement.

Notwithstanding any other provision in this agreement to the contrary, nothing in this agreement nor any action taken by Arlington County pursuant to this agreement shall constitute or be construed as a waiver of the sovereign or governmental immunity of Arlington County or its officers or employees. Further, notwithstanding any other provision of this agreement to the contrary, Arlington County shall have no obligation to explicitly or implicitly indemnify or hold harmless MPD or any third party from any liability whatsoever.

The parties mutually agree that no provision of this agreement shall create in the public, or in any person or entity other than those signing this agreement as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this agreement or otherwise.



Authorizing Official for Arlington County, VA



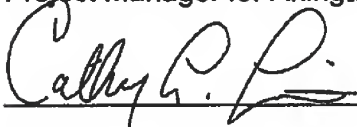
Date



Project Manager for Arlington County, VA



Date



Authorizing Official for MPD



Date

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<b>TITLE: Addendum to 2008 UASI LPR Grant Agreement between Arlington County, Virginia and Washington, DC Metropolitan Police Department for Automated License Plate Reader Equipment</b>	<b>Check one</b>	
		Fed Grants
	X	MOU
		MOA
		Intra-District
		Donations
	Other	
<b>Does this Application Include A Match? Yes ( ) No (X)</b>		
<b>Originating Unit</b>	(Contact Person (Include Telephone Number)) Lisa Sutter, MPD, HSB, TSSEB, ATEU (202) 492-1150 3165 V St NE, Washington, DC 20018	
<b>Unit Commander/Director Approval</b> (Signature & Date)	<i>A/CO Capt. Robert Miller</i>	
<b>Senior Command Approval</b> (Signature & Date)	<i>[Signature]</i> 11-29-12	
<b>Office of the General Counsel</b> (Signature & Date)	Approved: <i>[Signature]</i> 12/10/12 Disapproved: <i>[Signature]</i> 12/10/12	
	<b>Has no legal obstacles</b>	<b>Reason:</b>
<b>Office of the Agency Fiscal Officer</b> (Signature & Date)	Approved: <i>[Signature]</i> 12/12/12	Disapproved:
	<b>Fiscally sound</b>	<b>Reason:</b>
<b>Office of Resource Accountability</b> (Grant-Related Only) (Signature & Date)	Approved: <i>[Signature]</i> 12/17/12	Disapproved:
<b>Executive Office of the Chief of Police</b> (Signature & Date)	Approved: <i>[Signature]</i> 12/11/12 A/C 12/11/12	Disapproved:
	<b>Comments:</b>	
	<input checked="" type="checkbox"/> <b>APPROVED</b> <b>DEC 17 2012</b>	
<b>Note: Upon final approval, originating unit shall be notified to pick-up original and obtain all necessary signatures. A final copy with all signatures is to be retained by the originating unit.</b>		

RECEIVED NOV 28 2012  
 800 ADMIN

## **Automated License Plate Recognition Grant Program**

### ***Additional Program Requirements*** ***(Attachment #1, 5 items)***

1. Permanent or fixed site installations constructed as part of this grant may require additional costs to be borne by the receiving agency and may not be covered under this grant. Prior to accepting any fixed site equipment under this grant, an agency must fully review the proposed installation and agree to be responsible for costs not covered under this grant. The agency will make payment for those costs outside of the terms of this grant.
2. Altering equipment associated with a COG funded fixed LPR site requires approval of the COG LPR Project. Relocation of a strategically placed fixed site location requires the approval of the COG Police Chief's Sub- Committee.
3. An agency receiving a permanent or fixed site installation agrees to allow for the forwarding of LPR data directly from the fixed site location to any law enforcement agency participating in the COG LPR Project. The COG LPR Project will provide a dedicated LPR server to assist in the forwarding of this data from fixed sites to agencies. No LPR data will be stored on this server; it will simply exist to facilitate the forwarding of data to requesting agencies. This LPR data shall be stored and utilized in compliance with the receiving agency's data retention policy specified in its on-file LPR SOP.
4. An agency receiving a covert LPR trailer designated for regional use agrees to make the trailer available for use by other agencies participating in the NCR LPR Project. The agency also agrees to provide routine maintenance and upkeep to the covert LPR trailer. Where funding permits the LPR Project will provide extended warranty coverage or establish a fund to cover repairs that would normally be covered by the warranty as defined in section 6. Damage that occurs to the covert LPR trailer while it is on loan to a secondary agency shall be paid for by that agency if not eligible for repair under the conditions defined in section 6.

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5. Agencies wishing to participate in the COG LPR Project's NCRnet Information Sharing Program **must** review and sign and return to the COG LPR Project Coordinator a copy of the Information Sharing Program's MOU prior to participation in the initiative. Participation in the Information Sharing Program is separate and distinct from participation in the COG LPR Project, thus requiring a separate MOU for participation.
6. Equipment, where the manufacturer's original warranty has expired, continues to be the responsibility of the receiving agency. Where funding permits the LPR Project will provide extended warranty coverage or establish a fund to cover repairs that would normally be covered by the warranty. This coverage to be used for the repair, maintenance, upgrades or other support for LPR units originally distributed as part of the NCR LPR Program. In the case of a repair fund option participating agencies that have LPR equipment in need of repair, maintenance, upgrades, etc, would contact the 2011 LPR Grant Project Manager for authorization of the repairs. This would be done prior to any repair. Damage that occurs to LPR units that is the result of negligence, user error, or vandalism are not covered for repair. Once funds have been exhausted, responsibility for the costs associated with repairs will again revert to the recipient agencies.